

KAISER GYPSUM COMPANY, INC.

KAISER BUILDING  
OAKLAND 12, CALIFORNIA

June 8, 1954

Union Steel Manufacturing, Inc.  
1121 West Hanford  
Seattle, Washington

Attention: Mr. Brinton Sprague

Gentlemen:

The following sets forth the Agreement between us concerning the fabricating of machinery and equipment as required by Kaiser Gypsum Company, Inc. (hereinafter called "Kaiser") for its Seattle wallboard plant at Seattle, Washington:

- (1) You will fabricate said machinery and equipment, with materials furnished by Kaiser, in shop space at your plant in Seattle, Washington, as required by Kaiser commencing on June 4, 1954 and continuing until Kaiser notifies you that all said machinery and equipment has been completed.
- (2) You will assist Kaiser in purchasing for a period of 2 or 3 weeks, in the vicinity of Seattle, Washington, such materials as Kaiser may require for the fabrication of said machinery and equipment.
- (3) You will furnish competent labor for the fabrication of said machinery and equipment. It is estimated that four or five men will be required for the fabrication of said machinery and equipment. Such labor shall be available at such times during straight time hours, five days a week, as required by Kaiser for the fabrication of said machinery and equipment. Kaiser shall have a representative at your shop for the purpose of furnishing advice and consultation in connection with the fabrication of said machinery and equipment.
- (4) Kaiser will furnish drawings and specifications for said machinery and equipment, and said machinery and equipment shall be fabricated in accordance with drawings and specifications approved by Kaiser.
- (5) Kaiser shall pay you for your performance of the foregoing at the rate of \$4.00 per hour for each man while engaged in the actual fabrication of said machinery and equipment. Said compensation shall include your assistance in purchasing materials locally, the use of your shop equipment and the furnishing by you of minor shop supplies needed for fabrication and assembly of said machinery and equipment.

(6) If you do not have necessary shop machinery to perform machining for said machinery and equipment, you will sublet such machining to other machine shops, subject to Kaiser's approval, and in case of such subletting, Kaiser shall reimburse you for the direct actual cost of such sublet work.

(7) You shall submit detailed invoices on the 1st and 15th days of each month, showing the hours worked by your labor at your shop in the fabrication of said machinery and equipment during the preceding semi-monthly period. Such invoices shall carry a job number which will be furnished by Kaiser, and shall include sublet machine shop work and the cost of materials which have been purchased by you for the work with Kaiser's prior written approval. The invoices shall be submitted to Kaiser's local representative at Seattle, Washington for written approval and then forwarded by you to Kaiser's office at 385 Grand Avenue, Oakland, California for payment. Said invoices shall be due and payable within ten (10) days after receipt thereof by Kaiser. Said invoices shall be supported by invoices for materials purchased by you and for sublet work and by time sheets showing hours worked by your labor on this job. All discounts received by you in the purchase of materials shall be passed on to Kaiser.

(8) Your personnel performing work in the construction of Kaiser's wallboard plant at Seattle, Washington shall assist in determining the specifications for equipment which must be cut and fitted to the machinery at Kaiser's plant site in order to insure that such equipment will fit properly for the operation of said plant. The assistance of such personnel shall be furnished without additional charge.

(9) You shall complete the fabrication of said machinery and equipment as soon as good practice and due diligence will permit, and each item of machinery and equipment shall be delivered to Kaiser upon completion at your plant at 1121 West Hanford, Seattle, Washington.

(10) You shall assume all risk of loss and damage to the machinery and equipment while it is at your plant and until delivery and acceptance of the same by Kaiser at your plant. You shall carry and maintain, while the machinery and equipment is in the process of fabrication, such insurance as may be necessary to cover your responsibility for said risk of loss and damage to the machinery and equipment.

Union Steel Manufacturing, Inc.  
Page 3

If the foregoing Agreement is satisfactory to you, please so indicate by signing in the space indicated below and returning it to us.

Very truly yours,

KAISER GYPSUM COMPANY, INC.

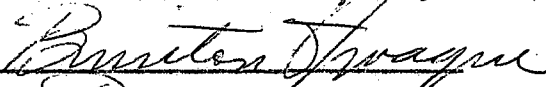
By 

Title Vice President and General Manager

CEH:h

The foregoing Agreement is hereby  
accepted effective as of June 8,  
1954.

UNION STEEL MANUFACTURING, INC.

By 

Title President